



Fixed Amount Agreement Template

A Mandatory Reference for ADS Chapter 308

Partial Revision Date: 08/15/2019
Responsible Office: GC/A&A
File Name: 308mai_081519

Fixed Amount Agreement Template

[DATE]

["Recipient" Name and Address]

Subject: **Fixed Amount Agreement No. [Agreement Number]**

Dear [Recipient Contact]:

Pursuant to the authority contained in the U. S. Foreign Assistance Act of 1961, as amended, including "other transaction" authority, the U.S. Agency for International Development (hereinafter referred to as "USAID"), hereby awards to the [Name of Recipient] (hereinafter referred to as "Recipient"), the sum of U.S. dollars \$[Agreement Amount] payable in [state applicable currency], according to the Milestone Budget shown in the Schedule, Attachment 1, to support the subject fixed amount agreement (also referred to herein as "Agreement"), as more fully described in the Program Description, Attachment 2.

By signing this Agreement, the Recipient agrees that:

1. The Recipient will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the Agreement.
2. The Recipient will maintain records of transactions related to the Agreement for at least three years after payment of the final milestone. After the end of the Agreement, USAID retains the right to examine the Recipient's records or transactions related to the Agreement where concerns of implementation irregularities arise, in accordance with the Recipient's applicable policies and procedures.
3. USAID is not liable for reimbursing the Recipient for any amount in excess of the obligated amount, or outside of the Agreement period, as provided in the Schedule.
4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the Recipient upon acquisition, with the condition that the Recipient must use the equipment or property for the Agreement as long as it is needed for such.
5. The Recipient will obtain the USAID Agreement Officer's (AO) written approval prior to any changes to: 1) the activities being supported under this Agreement; 2) the fixed amount of the Agreement; 3) the milestones; or 4) a change in the Agreement completion date.

6. USAID reserves the right to conduct monitoring of the program, including site visits, as appropriate.
7. On submission of the voucher for payment for the final milestone, the Recipient must certify that the agreement is completed and that the Recipient will make no further claim against USAID after final payment.
8. This Agreement may be terminated by either party at any time, in whole or in part, thirty (30) calendar days after receipt of written notification by the other party. If USAID terminates this agreement, the Recipient may submit a claim within ninety (90) calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The AO must determine the amount(s) to be paid by USAID to the Recipient under such claim in accordance with principles of allocability, allowability, and reasonableness.
9. Any dispute under this agreement will be decided by the AO. Notwithstanding any other term of this agreement, sub-Recipients and contractors have no right to submit claims directly to USAID, and USAID assumes no liability for any third-party claims against the Recipient.

Please sign the original and each copy of this letter to acknowledge receipt and confirm acceptance of the agreement, and return the original and all but one copy to the AO.

Sincerely,

Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED by Recipient's duly authorized representative:

Signature: _____
Name: _____
Title: _____
Phone: _____
Email: _____
Date: _____

ACCOUNTING DATA:

xxxxxxxxxx xxxxxxxx

Payment Office:

ATTACHMENT 1 SCHEDULE

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2, Program Description.

B. AGREEMENT PERIOD

The effective date of this Agreement is [Start Date]. The completion date of the Agreement is [End Date] or ["upon submission of the final milestone" (see example below in Milestone chart.)].

C. AMOUNT OF AGREEMENT AND PAYMENT

1. USAID hereby awards the amount of U.S. \$[Agreement Amount] for purposes of this Agreement. See complete detailed Budget attached within the Program Description.
2. After completion of each milestone, [Recipient] will submit to USAID a written request for the fixed reimbursement amount corresponding with that milestone. Following inspection by USAID, or its designee, and a USAID determination that the works or any stage of the works for which request for reimbursement is being made were satisfactorily completed in accordance with this Agreement, [Recipient] shall be reimbursed in local currency at the exchange rate prevailing at the moment when the payment is internally processed within USAID. This level of reimbursement shall not change regardless of fluctuations in the actual costs or exchange rates. If the cost of the works is higher than that set forth in Attachment II hereto, all costs in excess of the reimbursable amount shall be borne by [Agreement]. If the actual cost of completing the works is less, USAID's contribution will not be reduced.
3. The Parties understand and hereby expressly agree that USAID will not reimburse the [Recipient] under this Agreement for any activity or any part thereof unless said activity has been completed in accordance with this Agreement and the protocols set forth in Attachment III. Payment to the [Recipient] under this Agreement will be made according to the milestones set forth in Attachment II. Partial payments under this Agreement may be made based on an agreed upon percentage of the total Agreement amount fixed for any element or stage of the completed works identified in the milestones and project proposal set forth in Attachment II, provided USAID has made a determination that such work meets the agreed upon milestones and warrants partial payment.

4. Payment will be made [“pursuant to the Standard Provision “Advance Payment and Refunds” (if advances are authorized) or (if advances are not authorized, use the following: “to the Recipient upon presentation to the USAID Controller at USAID/[Insert W or Mission] an original and two copies of a properly prepared voucher using the SF-1034, with a certification that the milestone being billed has been completed and providing any other documentation required by USAID specified with each milestone. Where the Recipient submits to the paying office an electronic submission, additional copies of SF-1034 are not required. Each voucher will be identified by the agreement number, specify the milestone that is being billed, and the fixed amount associated with that milestone. Payment shall be within thirty (30) days after receipt of a proper voucher or the verification by USAID of milestone completion for which payment is requested, whichever is later. USAID reserves the right to withhold payment subject to milestone completion verification. The Recipient is encouraged to submit the above referenced payment documentation as email attachments to the email address provided for the Payment Office. Payment documentation may also be submitted in hard copy paper form to the Payment Office.”]

D. AGREEMENT BUDGET

1. The following is the Schedule of Milestones associated with the program which has been agreed upon between USAID and the Recipient for funding under this Agreement.
2. The accomplishment of each milestone will be based on the successful submittal or completion of the tasks or deliverables delineated for that milestone.

Milestone	Description of Milestone	Required Deliverable	Completion Date (if applicable)	Amount
1	[Example: Acceptance of a detailed work plan and monitoring and evaluation plan]	[Example: AOR approved work plan and M&E plan, showing concurrence by Ministry of Agriculture]		\$
2				\$
3				\$
4				\$
5	[Example:	[Example:		\$

Milestone	Description of Milestone	Required Deliverable	Completion Date (if applicable)	Amount
	Acceptance of Final Report]	AOR approved Final Report, as described herein]		
TOTAL				\$

[Milestones are in sequential order unless the schedule provides otherwise.]

ATTACHMENT 2

PROGRAM DESCRIPTION FOR [INCLUDE TITLE OF PROGRAM]

1. STATEMENT OF PURPOSE

[Insert]

2. BACKGROUND

[Insert]

3. PROGRAM GOALS AND OBJECTIVES

[Insert]

4. ACTIVITIES AND TIMELINES

Milestone/Description	Estimated Time to Complete	Detailed Activity and Output
1		
2		
3		
4		
5		

5. KEY PERSONNEL (if applicable)

- 1.
- 2.
- 3.

6. EXPECTED OUTCOMES

[Insert]

7. PROJECT OVERSIGHT

[Insert]

8. CLOSEOUT

[Insert]

9. DETAILED BUDGET

[Insert]

ATTACHMENT 3

STANDARD PROVISIONS

[MANDATORY STANDARD PROVISIONS FOR ALL FIXED AMOUNT AGREEMENTS TO PIOs]

- M1. Non-liability
- M2. Termination and Suspension
- M3. Advance Payment
- M4. Refunds
- M5. Title to and Disposition of Property
- M6. Disability Policy
- M7. Terrorist Financing
- M8. Trafficking in Persons
- M9. Prohibition on Federal Contracting With and Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements

[INCORPORATE THE FOLLOWING STANDARD PROVISIONS AS APPLICABLE TO THE AGREEMENT]

- RAA1. Investment Promotion
- RAA2. Prohibition on Assistance to Drug Traffickers
- RAA3. Prohibition on Police Assistance
- RAA4. Prohibition on Assistance to Military or Paramilitary
- RAA5. Condoms
- RAA6. Abortion and Involuntary Sterilization Restrictions
- RAA7. Voluntary Family Planning Activities
- RAA8. Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution of Sex Trafficking
- RAA8-Alt I. Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution of Sex Trafficking

M1. Non-liability

USAID does not assume liability for any third-party claims for damages arising out of the agreement.

M2. Termination and Suspension

1. Either Party may terminate this Agreement in its entirety or in part by giving the other Party thirty (30) days' written notice. USAID may also suspend this Agreement in whole or in part upon giving the Recipient written notice. In addition, USAID may terminate or suspend this Agreement in whole or in part, upon giving the Recipient written notice, if: 1) the Recipient fails to comply with any provision of this Agreement; 2) an event occurs that USAID determines

makes it improbable that the outputs will be attained or that the Recipient will be able to perform its obligations under this Agreement; or 3) any disbursement or use of funds in the manner herein contemplated would be in violation of the legislation governing USAID, whether now or hereafter in effect.

2. Any portion of this Agreement that is not suspended or terminated shall remain in full force and effect.

M3. Advance Payment

Advances may be authorized when providing liquidity through an initial financing milestone is not sufficient to meet implementation requirements, provided the Recipient has the capacity to effectively manage U.S. Treasury advances. Before advances may be used, Missions must thoroughly review the entity's financial position and budgetary procedures to establish the need for advances. Advances are permitted only if they are determined to be essential to the successful achievement of project activities and there are reasonable assurances that cash provided by USAID will be used to finance project activities.

Advances for activities financed through a fixed amount agreement may be disbursed in increments of up to ninety (90) days based on estimated cash needs and the project implementation plan to achieve the outputs or associated milestones.

For further guidance on advances, refer to **M.5 Payment Provisions** from [ADS 308mab, Standard Provisions for Cost Type Agreements to Public International Organizations](#).

M4. Refunds

1. If the Recipient earns interest on U.S. Government advances before expending the funds for program purposes, the Recipient must remit the interest annually to USAID through the same way as paid. Interest amounts up to \$500 per year may be retained by the Recipient for administrative expenses.
2. Funds obligated by USAID, but not disbursed to the Recipient before the Agreement Completion Date or before the Agreement is terminated, will revert to USAID, except for funds committed by the Recipient to a legally binding transaction applicable to the Project. [Any funds advanced to, but not disbursed by, the Recipient before the Agreement Completion Date or the Agreement's termination must be refunded to USAID, except for funds committed by the Recipient to a legally binding transaction applicable to the Project.
3. If the USAID Agreement Officer determines that USAID funds provided under the agreement have been expended for purposes not in accordance with the terms of the agreement, the Recipient must refund that amount to USAID within thirty (30) days.

Title and Disposition of Property Provisions – All cost-type PIO agreements must include one of the following two provisions (Standard Provision M5, M5.-Alt I, M5.-Alt II, M5.-Alt III, M5.-Alt IV, M5.-Alt V, or M5.-Alt VI.):

M5. Title to and Disposition of Tangible and Intellectual Property

1. Ownership of equipment, supplies, and other tangible property purchased with funds under the Agreement will vest in the Recipient. Disposition of excess property financed under the Agreement will be made in consultation with USAID and, where applicable, the host government of the country in which the activities financed under the agreement take place or other Recipient organizations.
2. In the event any patentable rights are created or developed under this agreement, USAID shall be granted a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government the subject invention throughout the world, and to sublicense others to do the same. The Recipient agrees to include, or cause to be included, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with U.S. Government support under (identify the Agreement awarded by USAID). The U.S. Government has certain rights in this invention." The Recipient must ensure any and all contractors and/or Recipients under this Agreement agree to cooperate in the preparation and prosecution of any U.S., Recipient, or third country patent applications, to execute all papers requisite in the prosecution of such application, and to secure the cooperation of any employee.
3. For all other intellectual property developed, or for which ownership is purchased, under this Agreement, USAID reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the intellectual property, and to authorize others to do so.

M5. Alt I Title to and Disposition of Property (UN Agreements)

(This provision is required for all agreements with the UN, except UNFPA, UNOCHA, UNOHCHR, UNISDR, UNWHO, and UNICEF. GC or RLO must review any cited organization policies prior to their inclusion in this provision to ensure that the proposed dispositions are in accordance with USAID's expectations.)

Ownership of equipment, supplies, and other property purchased with funds under the agreement will vest in the Recipient during the life of the agreement. Disposition of property financed under the agreement will be made in accordance with [state specific policies]. [GC or RLA should review any cited organization policies prior to their inclusion in this provision to ensure that the proposed disposition outcomes are in accordance with USAID's expectations.]

M5. Alt II Title to and Disposition of Property (UNFPA)

Title to and Disposition of Property (UNICEF)

Ownership of equipment supplies and other property purchased with funds under the agreement will vest in accordance with UNICEF regulations and rules. Disposition of property financed under the agreement will be made in accordance with the same.

M5. Alt III Title to and Disposition of Property (UNOCHA, UNISDR, and UNOHCHR)

Title to and Disposition of Property (UNOCHA, UNISDR, and UNOHCHR)

Disposition of property financed under the agreement will be made in accordance with the financial Regulations and Rules of the UN Secretariat or, in the case of a CERF agreement, the financial rules and regulations of the Eligible Organization.

M5. Alt IV Title to and Disposition of Property (UNWHO)

Title to and Disposition of Property (UNWHO)

Ownership of equipment, supplies, and other property purchased with funds under the agreement will vest in accordance with WHO Regulations and Rules. Disposition of property financed under the agreement will be made in accordance with the same.

M6. USAID Disability Policy and UN Convention on the Rights of Persons with Disabilities Assistance (Standard) (April 2011)

USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs. One of the objectives of the USAID's Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. To that end, and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

M7. Terrorist Financing (Standard) (April 2011)

(This provision is applicable to agreements to all public international organizations (PIOs) other than United Nations organizations or the International Committee of the Red Cross (ICRC).)

U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Recipient to ensure compliance with these Executive Orders

and laws. This provision must be included in all contracts or sub-agreements issued under the agreement.

M.7-Alt I. Terrorist Financing Clause (Alternate I - UN) (April 2011)

(This provision is applicable to agreements to United Nations organizations.)

Consistent with numerous United Nations Security Council resolutions, including **S/RES/1269 (1999)** ([http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism S RES 1269.pdf](http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism%20S%20RES%201269.pdf))), **S/RES/1368 (2001)** ([http://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1368 %282001%29](http://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1368%282001%29))), and **S/RES/1373 (2001)** ([http://www.un.org/en/sc/ctc/specialmeetings/2012/docs/United Nations Security Council Resolution 1373 \(2001\).pdf](http://www.un.org/en/sc/ctc/specialmeetings/2012/docs/United%20Nations%20Security%20Council%20Resolution%201373%20(2001).pdf))), both USAID and the Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under the agreement are used to provide support to individuals or entities associated with terrorism.

M.7-Alt II. Terrorist Financing Clause (Alternate II - ICRC) (April 2011)

(This provision is applicable to agreements to the International Committee of the Red Cross (ICRC).)

- a. Consistent with numerous United Nations Security Council resolutions, including **S/RES/1269 (1999)** ([http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism S RES 1269.pdf](http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism%20S%20RES%201269.pdf))), **S/RES/1368 (2001)** ([http://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1368 %282001%29](http://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1368%282001%29))), **S/RES/1373 (2001)** ([http://www.un.org/en/sc/ctc/specialmeetings/2012/docs/United Nations Security Council Resolution 1373 \(2001\).pdf](http://www.un.org/en/sc/ctc/specialmeetings/2012/docs/United%20Nations%20Security%20Council%20Resolution%201373%20(2001).pdf))), relevant United States statutes and Executive Orders, as well as with applicable sections of the Geneva Conventions, the United States does not provide support to individuals and groups that engage in, or support acts of, terrorism. The Recipient understands that USAID has carefully reviewed, consistent with the aforementioned resolutions, statutes, Executive Orders, and Conventions, the description of the activities to be funded under the agreement. Accordingly, the activities described in the agreement have not been designed to assist parties to a conflict, governments, armed groups, or any other authority, including individuals and groups that engage in, or support acts of violence, the primary purpose of which is to spread terror among the civilian population.
- b. If the Recipient is requested or wishes to provide assistance outside of the agreement or requires clarification from USAID as to whether an activity would

be consistent with the limitations set forth above, then the Recipient must notify the USAID Agreement Officer and provide a detailed description of the proposed activity. The Recipient may not proceed with the activity until USAID advises that it may do so.

- c. The Recipient must ensure that its employees are made aware of the restrictions set forth in the agreement. It is not usual for the Recipient to transfer USAID-provided funds to sub-Recipients, nor to use them to hire contractors or to enter into sub-agreements. Nonetheless, the Recipient guarantees that, if it does, it must only do so if it is satisfied that the sub-Recipients will perform their duties consistently with the aforementioned conditions and the agreement.

M.8 Trafficking in Persons (August 2018)

Trafficking in persons (as defined in the [Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children](#), supplementing the UN Convention against Transnational Organized Crime) represents a significant human rights concern to the United States and the international community. The Recipient agrees not to engage in trafficking in persons during the performance of this agreement.

M.9 Prohibition on Federal Contracting With and Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements (August 2018)

The Recipient must not require employees, subrecipients, or contractors to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to the Recipient's investigatory body. If USAID determines that the Recipient is not in compliance with this requirement, USAID may seek remedies under this Agreement.

[Fixed Amount Agreements must also include here any applicable Required as Applicable standard provisions from [ADS 308mab](#).]